

1 The opinion in support of the decision being entered today is *not* binding precedent
2 of the Board.

3
4 UNITED STATES PATENT AND TRADEMARK OFFICE

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7 BEFORE THE BOARD OF PATENT APPEALS
8 AND INTERFERENCES

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11 *Ex parte* JUSTIN MONK

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14 Appeal 2007-2451
15 Application 10/694,925
16 Technology Center 3600

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19 Decided: July 17, 2007

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22 Before WILLIAM F. PATE, III, JENNIFER D. BAHR, and ANTON W.
23 FETTING, *Administrative Patent Judges*.

24 FETTING, *Administrative Patent Judge*.

25 DECISION ON APPEAL

26
27
28 STATEMENT OF CASE

29 This appeal from the Examiner's rejection of claims 1-7, the only claims
30 pending in this application, arises under 35 U.S.C. § 134. We have jurisdiction
31 over the appeal pursuant to 35 U.S.C. § 6.

32
33 We AFFIRM.

1
2 The Appellant invented a way for managing integrated credit and stored-value
3 programs involving transactions to be processed with a customer at a point of sale
4 with combined stored-value and credit instruments. In one embodiment, a
5 transaction amount is received at a point-of-sale device, along with information
6 identifying an instrument, e.g. a card, associated with a stored-value account and a
7 credit account. The stored-value account and the credit account are linked
8 substantially contemporaneously with issuance of the instrument to the customer.
9 A distribution of the cost for the transaction among the stored-value and credit
10 accounts is selected at the point-of-sale device, and that distribution is applied to
11 the stored-value and credit accounts.

12 An understanding of the invention can be derived from a reading of exemplary
13 claim 1, which is reproduced below.

14 1. A method for processing a transaction with a customer at a point of
15 sale, the method comprising:
16 receiving, at a point-of-sale device, a cost for the transaction;
17 receiving, at the point-of-sale device, instrument-identification
18 information identifying an instrument associated with a stored-value
19 account and a credit account, wherein the stored-value account and
20 the credit account were linked substantially contemporaneously with
21 issuance of the instrument to the customer;
22 generating a request to select a distribution of the cost for the
23 transaction among the stored-value and credit accounts for
24 presentation at the point-of-sale device;
25 receiving, at the point of sale device, a response to the request that
26 identifies a selected distribution identifying a first nonzero portion of
27 the cost for the transaction to be applied to the stored-value account
28 and a second nonzero portion of the cost for the transaction to be
29 applied to the credit account; and

1 transmitting, from the point-of-sale device, instructions to apply the
2 cost for the transaction to the stored-value and credit accounts in
3 accordance with the received response.
4

5 This appeal arises from the Examiner's Final Rejection, mailed November 25,
6 2005. The Appellant filed an Appeal Brief in support of the appeal on June 22,
7 2006, and the Examiner mailed an Examiner's Answer to the Appeal Brief on
8 September 13, 2006. A Reply Brief was filed on October 24, 2006.
9

10 PRIOR ART

11 The Examiner relies upon the following references as evidence of
12 unpatentability:

13 Cameron	US 5,839,117	Nov. 17, 1998
14 Melchione	US 5,930,764	Jul. 27, 1999
15 Blossom	US 6,631,849 B2	Oct. 14, 2003

16

17 REJECTION

18 Appellant seeks review of the following Examiner's rejection.

19 Claims 1-7 stand rejected under 35 U.S.C. § 103(a) as obvious over Blossom,
20 Cameron, and Melchione.
21

ISSUES

The Examiner finds that Blossom discloses receiving at a POS device a cost for a transaction identifying an instrument associated with a stored-value account and a credit account and generating a request to select a distribution of the cost for the transaction among the stored-value and credit accounts for presentation at the point-of-sale device. The Examiner finds that the step of transmitting the cost payment to the financial institution is obvious and old to the card reader art and is accomplished in Cameron. (Answer 4.)

However, the Examiner finds that Blossom does not disclose the stored-value account and the credit account linked substantially contemporaneously with issuance of the instrument to the customer, nor does it teach a selected distribution identifying a first non zero portion of the cost of the transaction applied to a stored value and a second non zero portion of the cost of the transaction to be applied to a credit card. (Answer 4.)

To overcome this deficiency, the Examiner finds that Cameron discloses selecting a non zero portion of a charge to be allocated between two credit cards, a credit card and a stored value instrument, or between two stored value instruments. The Examiner concludes that it would have been obvious to modify the POS sales device of Blossom to include the receiving at the POS terminal of a response in the form of an elective distribution feature of allocating payments between stored value gift certificate and credit card as taught by Cameron to limit the use of the credit cards and their attendant high rates of interest. (Answer 4.)

The Examiner finds that Cameron provides the limitation of substantially contemporaneously linking the stored values and the credit card, based on its scheme of Fig. 1 showing a linked system, which the Examiner reads as being

1 substantially contemporaneous. In addition, the Examiner finds that Melchione
2 discloses a system where, in a single session, accounts are linked together. The
3 Examiner concludes that it would have been an obvious modification to Blossom
4 to include the single session linking feature to link the stored value and the credit
5 accounts at substantially the same time, to keep both accounts as an option from
6 the beginning of the card's use. (Answer 4-5.)

7 The Appellant contends that, whereas claim 1 calls for a point of sale device
8 configured to distribute portions of the amount of a transaction between two
9 accounts associated with the same instrument, the references simply do not teach
10 nonzero payment distributions for a transaction at a point of sale device between
11 two accounts associated with the same instrument. Blossom teaches a reader which
12 selects a single account at a time, not the distribution between two accounts
13 explicitly taught by the claim. Thus, Blossom is relied upon to teach what appears
14 to be already known in the art, i.e. a single card associated with two or more
15 accounts. The Appellant further argues that Blossom does not suggest that it may
16 be modified to distribute the cost for the transaction among the accounts. The
17 Appellant concludes that Blossom cannot be relied upon to teach a nonzero
18 distribution between such accounts from a point-of-sale device. (Br. 4.)

19 The Appellant argues that Cameron's system comprises a graphical user
20 interface with an order payment window, and therefore, suggests a graphical
21 "window" including various "capture fields," clearly directed at remote order entry,
22 not a point-of-sale transaction. The Appellant concludes that there is simply no
23 teaching or suggestion for nonzero distributions at a point-of-sale device. The
24 Appellant also argues that there is no suggestion in Cameron that the distribution
25 of a transaction amount be to different accounts from the same instrument. The

1 Appellant admits that the billing module of Cameron does include the ability to
2 allocate payment across different methods, but contends that there is simply no
3 suggestion that the different payment methods be associated with the same
4 instrument. (Br. 4-5.)

5 The Appellant then argues that one would not have combined Blossom with
6 Cameron to form the claimed invention. It is argued that that the issues associated
7 with a point-of-sale transaction are very different than those associated with a
8 remote order entry, and Cameron, therefore, may only be fairly relied upon to
9 teach the "ability to allocate an order across a plurality of payment methods" in the
10 context of a computerized, remote order entry. There is no suggestion applying
11 such a distribution at a point-of-sale device, nor any limitation reciting use with a
12 single instrument associated with a stored-value account and a credit account.
13 Neither suggests nonzero payment distributions at a point of sale device for
14 different accounts associated with the same instrument. Moreover, there is no
15 suggestion in the references to modify the teachings of Blossom to include
16 Cameron. The Appellant argues that the motivation found by the Examiner does
17 not constitute proper motivation - it addresses a user's motivation to use the
18 system, and not a motivation to combine the teachings of the references. (Br. 5-6.)

19 The Appellant also argues that Melchione has no disclosure of a stored-value
20 account and credit account being linked substantially contemporaneously with
21 issuance of an instrument associated with both accounts. Claim 1 specifically
22 recites that a stored-value account and credit account be linked substantially
23 contemporaneously with issuance of the instrument to the customer. The Appellant
24 contends that the Abstract in Melchione fails to teach this limitation, and the
25 citations to other parts of Melchione are unclear. (Br. 6.)

1 Thus, the issue pertinent to this appeal is whether the rejection of claims 1-7
2 under 35 U.S.C. § 103(a) as obvious over Blossom, Cameron, and Melchione is
3 proper. This issue turns on whether one of ordinary skill would have applied
4 Cameron's automated payment allocation across multiple accounts to the multiple
5 accounts on Blossom's card, and on the amount of patentable weight afforded to
6 the limitation that a past structural limitation of linkage between accounts and the
7 card were contemporaneous, and to the degree such weight is afforded, whether
8 one of ordinary skill would have contemporaneously made the linkage with
9 Blossom's card in view of Melchione's teachings.

10
11 FACTS PERTINENT TO THE ISSUES

12 The following enumerated Findings of Fact (FF), supported by substantial
13 evidence, are pertinent to the above issues.

14 *Claim Construction*

15 01. The specification provides no lexicographic definition for the terms
16 "instrument" and "stored-value."

17 02. The usual and ordinary meaning of "instrument," as it relates to a
18 financial transaction, is a legal document, such as a deed, will, mortgage,
19 or insurance policy¹.

20 03. The usual and ordinary meaning of "store," as a verb, is to reserve or
21 put away for future use¹. Thus, the usual and ordinary meaning of
22 "stored-value" is value reserved or put away for future use.

¹ The American Heritage Dictionary of the English Language (4th Edition. 2000).

Blossom

04. Blossom is directed towards a financial services vehicle, such as plastic credit cards of the type commonly associated with credit cards, ATM banking cards, security cards, or identification cards. More specifically, it relates to a selectable, multi-purpose card having a plurality of features stored in memory means operatively mounted on the card and selection means mounted on the card or a card reader allowing a user to select a card feature in a single step. The features when selected allow the card to function as a different card and/or to perform functions not traditionally available in financial plastic cards. (Blossom, col. 1, ll. 5-16.)

05. Blossom states that when a transaction is to be performed at a retail store, a customer hands his or her card to an employee of the retail store and the employee then scans the magnetic information into a communication device. (Blossom, col. 1, ll. 26-29.)

06. Blossom describes a stored-value card, being a widespread use of smart card technology, which contains monetary value in the microchip embedded in the card. For example, each time a consumer uses a chip card in a vending machine, the amount of the purchase is deducted from the cash balance stored in the microchip on the chip card. (Blossom, col. 2, ll. 1-6.)

07. Blossom states that two objects of Blossom's invention are to provide a thin, flexible, card that combines the functions of different cards into a single card instrument, and to provide a card that includes a plurality of features and selection means that allow a user to select a desired feature

1 preferably in a single step, prior to presenting the card to a sales person
2 or using the card. (Blossom, col. 2, ll. 48-55.)

3 08. Blossom states that its card can be, for example, a debit card, a credit
4 card, a transfer funds card, a smart card, a stored-value card, a gift card,
5 an ATM card, a security card or an identification card. The features may
6 allow the card to function as a different card, such as a credit card, debit
7 card, ATM bank card, stored value card, security card, identity card and
8 the like. (Blossom, col. 3, ll. 13-18.)

9 09. Blossom states that its card may also include means for providing or
10 processing either account, identity, payment, health, transactional, or
11 other information and communicating with central processing units or
12 computers operated by the providers of services, such as credit card
13 institutions, banks, health care providers, universities, retailers,
14 wholesalers or other providers of goods or services employers, or
15 membership organizations. (Blossom, col. 3, ll. 18-25.)

16 10. Blossom states that its card features may also enable the card to
17 communicate with or be accessed by other devices, including those used
18 by retailers (point of sale computers), and personal computers used in
19 other business applications or at home, for example, a personal computer
20 using a built-in or attached card reader. (Blossom, col. 3, ll. 26-18.)

21 11. The Examiner's findings that Blossom discloses receiving at a POS
22 device a cost for a transaction identifying an instrument associated with
23 a stored-value account and a credit account and generating a request to
24 select a distribution of the cost for the transaction among the stored-
25 value and credit accounts for presentation at the point-of-sale device are

1 not disputed by the Appellant, although the Appellant disputes that
2 Blossom shows an allocation of multiple non-zero amounts (Appeal Br.
3 4).

4 *Cameron*

5 12. Cameron is directed towards computerized event-driven routing in an
6 order entry system. One embodiment of Cameron's invention provides
7 computerized user assistance and marketing functions during the user's
8 order placement. This occurs by defining one or more user-initiated
9 events and one or more application points. Each of the application points
10 is associated with at least one of the user-initiated events. An action is
11 assigned to each of the application points. The actions assigned to a
12 particular application point are dynamically invoked upon initiation of
13 the user-initiated event associated with that application point, in order
14 that the user is provided with the action at a point during the placement
15 of an order at which the action is needed. (Cameron, col. 2, ll. 41-62.)

16 13. Cameron describes one of the key features of billing module 36 as the
17 ability to allocate an order total across a plurality of payment methods.
18 Any combination of the customer's previously used payment methods, or
19 new payment method or methods may be assigned to an order as long as
20 at least one payment method is selected. As is shown in FIG. 13, the
21 customer may allocate either a dollar amount or a percent of the total
22 order amount to each payment method, with the exception of coupons
23 and gift certificates that state a specific dollar off amount. The dollar
24 amount allocation is captured in dollar amount data capture field 116,
25 while the percent to allocate is captured in percent data capture field 118.

1 The amount to be billed is automatically calculated by the preferred
2 order entry system and captured in the amount to be billed data capture
3 field 110. The total order amount is automatically calculated and
4 captured in total order amount data capture field 105, while the amount
5 left to allocate is automatically calculated and captured in amount left to
6 allocate data capture field 107. (Cameron, col. 11, l. 55 – col. 12, l. 6.)

7 14. If a single payment method is chosen in Cameron's invention, one
8 hundred percent (100%) of the order total is automatically allocated to
9 that payment method. If more than one payment method is selected, the
10 customer must choose how to allocate their payment methods. A
11 recalculate button 101 is provided on billing window 100 which, when
12 selected, calculates the dollar amount to be billed to each payment
13 method based on the dollar amounts and percentages captured for each
14 payment method. If the allocation is incomplete, the total amount of the
15 order will be applied to the first payment method, less any coupon or gift
16 certificate. (Cameron, col. 12, ll. 7-16.)

17 15. The Examiner's findings that the step of transmitting the cost payment
18 to the financial institution is obvious and old to the card reader art and is
19 accomplished in Cameron is not disputed by the Appellant.

20 16. The Examiner's findings that Cameron discloses selecting a non-zero
21 portion of a charge to be allocated between two credit cards, a credit
22 card and a stored value instrument, or between two stored value
23 instruments is not disputed by the Appellant.

24 *Melchione*

17. Melchione is directed towards a sales and service support system and method, and in particular, to an electronic sales and service support system and method for assisting customer service and identifying sales targets, distributing sales leads, enhancing sales tools, and tracking performance of sales and sales personnel. (Melchione, col. 1, ll. 26-31.)

18. Melchione states that its electronic sales and service support system is preferably capable of interfacing with a system for opening a single account that includes a full range of financial components. Thus, the integrated system of Melchione's invention also preferably includes a system for opening an account, preferably in a single session. The system is preferably in communication with the central database, micromarketing centers, central customer information systems and branch systems of the present invention so that data can pass between these systems where legal and appropriate. (Melchione, col. 7, ll. 30-40.)

PRINCIPLES OF LAW

Claim Construction

The general rule is that terms in the claim are to be given their ordinary and accustomed meaning. *Johnson Worldwide Assocs. v. Zebco Corp.*, 175 F.3d 985, 989, 50 USPQ2d 1607, 1610 (Fed. Cir. 1999). In the USPTO, claims are construed giving their broadest reasonable interpretation.

[T]he Board is required to use a different standard for construing claims than that used by district courts. We have held that it is erroneous for the Board to “appl[y] the mode of claim interpretation that is used by courts in litigation, when interpreting the claims of

1 issued patents in connection with determinations of infringement and
2 validity.” *In re Zletz*, 893 F.2d 319, 321, 13 USPQ2d 1320 (Fed. Cir.
3 1989); accord *In re Morris*, 127 F.3d 1048, 1054, 44 USPQ2d 1023
4 (Fed. Cir. 1997) (“It would be inconsistent with the role assigned to
5 the PTO in issuing a patent to require it to interpret claims in the same
6 manner as judges who, post-issuance, operate under the assumption
7 the patent is valid.”). Instead, as we explained above, the PTO is
8 obligated to give claims their broadest reasonable interpretation
9 during examination.

10 *In re Am. Acad. of Sci. Tech Ctr.*, 367 F.3d 1359, 1364, 70 USPQ2d 1827,
11 1830 (Fed. Cir. 2004).

12 *Obviousness*

13 A claimed invention is unpatentable if the differences between it and the prior
14 art are “such that the subject matter as a whole would have been obvious at the
15 time the invention was made to a person having ordinary skill in the art.” 35 U.S.C.
16 § 103(a) (2000); *In re Kahn*, 441 F.3d 977, 985, 78 USPQ2d 1329, 1335 (Fed. Cir.
17 2006) (citing *Graham v. John Deere Co.*, 383 U.S. 1, 13-14, (1966)). In *Graham*,
18 the Court held that that the obviousness analysis begins with several basic factual
19 inquiries: “[(1)] the scope and content of the prior art are to be determined; [(2)]
20 differences between the prior art and the claims at issue are to be ascertained; and
21 [(3)] the level of ordinary skill in the pertinent art resolved.” 383 U.S. at 17. After
22 ascertaining these facts, the obviousness of the invention is then determined
23 “against th[e] background” of the *Graham* factors. *Id.* at 17-18.

24 The Supreme Court has provided guidelines for determining obviousness based
25 on the *Graham* factors. *KSR Int’l v. Teleflex Inc.*, 127 S. Ct. 1727, 82 USPQ2d
26 1385 (2007). “[a] combination of familiar elements according to known methods
27 is likely to be obvious when it does no more than yield predictable results. *Id.* at
28 1739, 82 USPQ2d at 1395. “When a work is available in one field of endeavor,

1 design incentives and other market forces can prompt variations of it, either in the
2 same field or a different one. If a person of ordinary skill can implement a
3 predictable variation, § 103 likely bars its patentability.” *Id.* at 1740, 82 USPQ2d
4 at 1396. For the same reason, “if a technique has been used to improve one device,
5 and a person of ordinary skill in the art would recognize that it would improve
6 similar devices in the same way, using the technique is obvious unless its actual
7 application is beyond that person’s skill.” *Id.* “Often, it will be necessary for a
8 court to look to interrelated teachings of multiple patents; the effects of demands
9 known to the design community or present in the marketplace; and the background
10 knowledge possessed by a person having ordinary skill in the art, all in order to
11 determine whether there was an apparent reason to combine the known elements in
12 the fashion claimed by the patent at issue. To facilitate review, this analysis should
13 be made explicit. See *In re Kahn*, 441 F.3d 977, 988, 78 USPQ2d 1329, 1336
14 (Fed. Cir.2006) (“[R]ejections on obviousness grounds cannot be sustained by
15 mere conclusory statements; instead, there must be some articulated reasoning with
16 some rational underpinning to support the legal conclusion of obviousness”). As
17 our precedents make clear, however, the analysis need not seek out precise
18 teachings directed to the specific subject matter of the challenged claim, for a court
19 can take account of the inferences and creative steps that a person of ordinary skill
20 in the art would employ.” *Id.* at 1740-41, 82 USPQ2d at 1396. “[T]he analysis
21 need not seek out precise teachings directed to the specific subject matter of the
22 challenged claim, for a court can take account of the inferences and creative steps
23 that a person of ordinary skill in the art would employ.” *Id.* at 1741, 82 USPQ2d at
24 1396. “The obviousness analysis cannot be confined by a formalistic conception
25 of the words teaching, suggestion, and motivation, or by overemphasis on the
26 importance of published articles and the explicit content of issued patents. The

1 diversity of inventive pursuits and of modern technology counsels against limiting
2 the analysis in this way. In many fields it may be that there is little discussion of
3 obvious techniques or combinations, and it often may be the case that market
4 demand, rather than scientific literature, will drive design trends.” *Id.* “Under the
5 correct analysis, any need or problem known in the field of endeavor at the time of
6 invention and addressed by the patent can provide a reason for combining the
7 elements in the manner claimed.” *Id.* at 1732, 82 USPQ2d at 1397.

8 *Automation of a Known Process*

9 It is generally obvious to automate a known manual procedure or mechanical
10 device. Our reviewing court stated in *Leapfrog Enterprises Inc. v. Fisher-Price*
11 *Inc.*, 485 F.3d 1157, 82USPQ2d 1687 (Fed. Cir. 2007) that one of ordinary skill in
12 the art would have found it obvious to combine an old electromechanical device
13 with electronic circuitry “to update it using modern electronic components in order
14 to gain the commonly understood benefits of such adaptation, such as decreased
15 size, increased reliability, simplified operation, and reduced cost. . . . The
16 combination is thus the adaptation of an old idea or invention . . . using newer
17 technology that is commonly available and understood in the art.” *Id.* at 1163, 82
18 USPQ2d 1691.

ANALYSIS

Claims 1-7 rejected under 35 U.S.C. § 103(a) as obvious over Blossom, Cameron, and Melchione.

We note that the Appellant argues these claims as a group. Accordingly, we select claim 1 as representative of the group.

Appellant's invention is the automated allocation of a purchase payment across multiple accounts linked to a single card, or instrument, where one account is for credit and the other account for a stored-value, and where the accounts were linked to the instrument contemporaneously. The Examiner applied Blossom to show the features of a multiple account card, Cameron to show automated allocation among accounts, and Melchione for the suggestion of contemporaneous linking.

We initially note that, as anyone who has received stored-value cards in the form of gift cards has experienced, at some point, the balance in the stored-value account is not going to be sufficient to cover a purchase and at that point the purchaser will allocate non-zero amounts to both the stored-value account and to a credit card or cash. The Appellant's invention is thus no more than linking the two accounts on a single card and automating the allocation that occurs in such a frequently experienced purchase. Automation of a known manual process, to gain the commonly understood benefits of such adaptation, such as decreased size, increased reliability, simplified operation, and reduced cost, that is no more than the adaptation of an old idea or invention using newer technology that is commonly available and understood in the art is obvious to a person of ordinary skill (see *Leapfrog, supra*).

The Appellant initially argues the references piecemeal, contending that each of Blossom and Cameron fails to teach what is taught by the other. Thus, the

1 Appellant contends that Blossom doesn't describe allocation of payment across
2 multiple non-zero amounts, and that Cameron doesn't describe a point of sale
3 terminal or multiple account card. However, Cameron does describe allocation of
4 payment across multiple non-zero amounts (FF 13-14), and Blossom does describe
5 a point of sale terminal and a multiple account card (FF 05-10), and the Appellant
6 does not dispute this (FF 11, 15, and 16). Thus, the combined art applied by the
7 Examiner describes these claim limitations and these arguments by the Appellant
8 are unpersuasive.

9 The Appellant next contends that it is improper to combine the teachings of
10 Blossom and Cameron. Their initial contention is that the Examiner's findings of
11 motivation to combine the two are improper. The Examiner found that one of
12 ordinary skill would have combined them to include receiving at the POS terminal
13 a response in the form of an elective distribution feature of allocating payments
14 between stored value gift certificate and credit card to limit the use of the credit
15 cards and their attendant high rates of interest.

16 We agree with the Examiner, and also repeat our above purchase scenario in
17 which the stored-value balance is insufficient to cover a purchase, requiring an
18 allocation between the stored-value account and the credit account, as an additional
19 motivation to combine purchase allocation with the use of stored-value accounts
20 and credit accounts. In any event, a combination of familiar elements, such as
21 multiple use cards and payment allocation, according to known methods is likely to
22 be obvious when it does no more than yield predictable results (see *KSR, supra*).
23 Thus, not only does the Examiner provide a rational motivation that one of
24 ordinary skill would have known to combine Blossom and Cameron, the

1 combination of their clearly expressed elements, doing no more than yield
2 predictable results, would have been obvious to one of ordinary skill.

3 As to the Appellant's contention that this motivation is a user's motivation and
4 not a designer's, we find that a designer of sales systems such as those in Blossom
5 and Cameron would have considered how a user would use these systems.

6 As to the Appellant's argument that one of ordinary skill would not have
7 applied Cameron's graphical interface for remote order entry to a point of sale
8 device, we find that entering an order with a credit card payment, as in Cameron, is
9 entering a sale. How local or remote the terminal is has nothing to do with the
10 technology, only with the placement of the terminal. Thus one of ordinary skill
11 would have immediately envisaged the use of any credit, debit, or gift card, such as
12 Blossom's, upon reading Cameron's discussion of entering such cards.

13 Finally, as to the claim limitation regarding the stored-value account and the
14 credit account being linked substantially contemporaneously with issuance of the
15 instrument to the customer, we make the following findings:

- 16 1) Any card linking two such accounts is functionally equivalent
17 irrespective of the timing of when the linking occurred, so long as the
18 linking occurred in the past, and therefore little patentable weight is
19 afforded to the limitation regarding contemporaneous linking;
- 20 2) The card itself is a physical link between itself and the two accounts, and
21 such linkage is created when the accounts are linked to the card, which is
22 generally contemporaneous with the issuance of the card.

3) Melchione suggests that all operations associated with opening an account that has multiple financial components be done in a single session.

Thus, we find that this limitation, that the stored-value account and the credit account was linked substantially contemporaneously with issuance of the instrument to the customer, has little patentable weight, was known to be functionally equivalent to similar linking at any time prior to the use of the card, would have generally occurred at the time of card issuance, and was suggested by Melchione to those of ordinary skill.

Thus, we find the Appellant's arguments unpersuasive, and that the Examiner has shown that the combination of Blossom, Cameron, and Melchione describe all of the claimed subject matter and that it would have been obvious to a person of ordinary skill in the art to have combined their teachings to form the claimed invention.

CONCLUSIONS OF LAW

The Examiner has shown that the combination of Blossom, Cameron, and Melchione describe all of the claimed subject matter and that it would have been obvious to a person of ordinary skill in the art to have combined their teachings at the time the invention was made to arrive at the claimed subject matter. Accordingly we sustain the Examiner's rejection of claims 1-7 under 35 U.S.C. § 103(a) as obvious over Blossom, Cameron, and Melchione.

DECISION

To summarize, our decision is as follows:

- The rejection of claims 1-7 under 35 U.S.C. § 103(a) as obvious over Blossom, Cameron, and Melchione is sustained.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 CFR § 1.136(a)(1)(iv).

AFFIRMED

jlb

TOWNSEND AND TOWNSEND AND CREW, LLP
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